

**CENTRAL COAST MARINE PLAN
IMPLEMENTATION AGREEMENT**

The effective date of this Agreement is the date of the last signature on the execution page

BETWEEN

CENTRAL COAST INDIGENOUS RESOURCE ALLIANCE MEMBER NATIONS

("CCIRA")

KITASOO INDIAN BAND
HEILTSUK NATION
NUXALK NATION
WUIKINUXV NATION

(Each "Nation" and collectively the "CCIRA Member Nations")

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by the Minister of Forests, Lands, and Natural Resource Operations

(The "Province")

(collectively referred to as the "Parties")

WHEREAS:

- A. CCIRA was established by the Kitasoo/Xai'Xais, Heiltsuk, Nuxalk and Wuikinuxv Nations to provide support to its members and to foster a strong working relationship with and between its members and through a common voice, seek to ensure the ecosystems of the members return to a healthy balance, while respecting the cultures of its members, and advancing its members' well-being and economies, and to administer program and services on behalf of its members which are consistent and conducive with the other purposes of the society.
- B. As coastal First Nations, the culture and well-being of the CCIRA Member Nations are inextricably tied to the sea and the resources it provides. The protection and stewardship of the land and waters within the territories of the CCIRA Member Nations is important to their culture and the maintenance of their community, governance and economy.
- C. In November 2011, the CCIRA Member Nations, then represented by the Coastal First Nations-Great Bear Initiative, other first nations, and the Province, as represented by the FLNRO, signed a *Letter of Intent to Collaborate on Coastal and Marine Planning in the Pacific North Coast* committing to the collaborative development of a coastal marine use plan for the Central Coast and to enter into an agreement for the implementation of the marine use plan for the Central Coast.
- D. In June 2012, the CCIRA Member Nations, then represented by the Coastal First Nations-Great Bear Initiative, and the government of Canada, then represented by the Department of Fisheries and Oceans, signed a letter of intent to collaborate on marine planning and other fisheries related issues in the Central Coast.
- E. The CCIRA Member Nations and the Province entered into a *Reconciliation Protocol* (2011) which establishes a bridging step for reconciliation of their respective rights and interests.
- F. The Province and the CCIRA Member Nations recognize that implementation of the Central Coast Marine Plan may require the cooperation with federal government agencies and will commit to work with them, where appropriate, on initiatives or priorities that may require multi-jurisdictional collaboration.
- G. The Province and the CCIRA Member Nations are of the view that implementation of the Central Coast Marine Plan may increase carbon sequestration and reduce carbon emissions in the Central Coast Marine Plan

Area as a result of new conservation measures and changes to marine management practices and that this may result in greenhouse gas reductions that are capable of being recognized as carbon emission offsets.

- H. On April 27, 2015 the Province and CCIRA Member Nations jointly developed and signed the Central Coast Marine Plan.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. In this Agreement:

“Aboriginal Interests” means:

- a) asserted aboriginal rights including Aboriginal title; or
- b) treaty rights or determined aboriginal rights including aboriginal title, which are recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;

“Agreement” means this Central Coast Marine Plan Implementation Agreement, including the schedules;

“Central Coast Marine Plan” means the marine plan developed by the Parties for the Central Coast Marine Plan Area to provide recommendations on marine zone designations, management strategies, implementation priorities, and other matters within the regulatory authority of the Province and the CCIRA Member Nations, and signed on April 27, 2015;

“Government-to-Government” means formal bilateral discussions between the Province and the CCIRA Member Nations or their designated representatives;

“Marine Plan Area” means the Central Coast Marine Plan Area which extends from Laredo Channel to the northern tip of Aristazabal Island to the southern limit of Rivers Inlet and Calvert Island extending westward to the toe of the continental slope of Queen Charlotte Sound, as shown in the map in Schedule A;

“Marine Planning Partnership” means the partnership between the Province, Nanwakolas Council, the Coastal First Nations-Great Bear Initiative, the Central Coast Indigenous Resource Alliance, and the North Coast-Skeena First Nations Stewardship Society (the “Partners”) engaged in the development and implementation of marine plans for the region known as the North Pacific Coast

of Canada, and its four sub-regions of Haida Gwaii, North Coast, Central Coast and North Vancouver Island; and

“Regional Action Framework” means the document which has been approved by the Marine Planning Partnership and which outlines actions to be taken to assist in coordinating regionally important recommendations reflected in the four marine plans produced through Marine Plan Partnership.

2. PURPOSE OF AGREEMENT

2.1. The purpose of this Agreement is to:

- (a) confirm the intention of the Parties to jointly implement the Central Coast Marine Plan;
- (b) describe the roles and responsibilities of the Parties and the government-to-government framework that will be used to collaboratively implement the Central Coast Marine Plan and address marine issues; and
- (c) identify general implementation priorities, structures and mechanisms for implementation of the Central Coast Marine Plan.

3. LIMITATIONS OF AGREEMENT

3.1 The Parties acknowledge that implementation of the recommendations of the Central Coast Marine Plan may require the Province to consult with other First Nations who assert Aboriginal Interests within the Central Coast Marine Plan Area.

4. ROLES, RESPONSIBILITIES AND AUTHORITIES

- 4.1 Coordination and technical support for the implementation of this Agreement will be provided by CCIRA, on behalf of the CCIRA Member Nations, and FLNRO, on behalf of the Province.
- 4.2 CCIRA Member Nations will support implementation of this Agreement through relevant processes in accordance with each of their respective laws, regulations, policies and customs.
- 4.3 The Parties will ensure that their respective representatives have the necessary authority to carry out their responsibilities and will work cooperatively to implement this Agreement.
- 4.4 The Parties share the objective of maintaining local government and stakeholder engagement in implementation of the Central Coast Marine Plan.

5 ORGANIZATION

5.1 The Parties agree to use the following structures to coordinate and support the Parties' implementation of the Central Coast Marine Plan:

- a) a Central Coast Marine Plan Executive Committee that will:
 - i) consist of the authorized signatories to this Agreement or, on notice to the other party, other authorized senior representatives of the Parties; and,
 - ii) meet on an as-needed basis to address relationship building and resolve disputes when required.
- b) a Marine Plan Implementation Steering Group that will:
 - i) consist of and be jointly managed by senior representatives appointed by each CCIRA Member Nation and the senior representatives appointed by the Province;
 - ii) meet quarterly or as needed;
 - iii) make all reasonable efforts to achieve consensus in their recommendations and decisions;
 - iv) develop and finalize the Marine Plan Implementation Steering Group's terms of reference;
 - v) review and finalize the draft Marine Plan Implementation Technical Team terms of reference;
 - vi) develop and finalize annual work plans for the joint implementation of the Central Coast Marine Plan;
 - vii) appoint and provide oversight and direction to the Marine Plan Implementation Technical Team;
 - viii) oversee implementation of this Agreement; and
 - ix) evaluate the progress and outcomes of this Agreement on an annual basis and may, by mutual agreement, recommend renewal or amendment of this Agreement to the Executive Committee.
- c) a Marine Plan Implementation Technical Team that will:
 - i) consist of the technical representatives appointed by the CCIRA Member Nation representatives and the Provincial representatives on the Marine Plan Implementation Steering Committee;
 - ii) meet on a monthly or as needed basis to coordinate and undertake implementation activities;

- iii) prepare draft terms of reference for the Marine Plan Implementation Technical Team for the review and finalization by the Marine Plan Implementation Steering Group;
- iv) prepare draft annual work plans for review and finalization by the Marine Plan Implementation Steering Group, having regard to the priorities under 6.1, and a balanced approach to those priorities, including the timeframe and budget for completion of recommendations to be submitted to the Marine Plan Implementation Steering Group;
- v) submit recommendations to the Marine Plan Implementation Steering Group on the priorities contained in its annual work plan, and jointly recommend a process for considering recommendations or requests for variance by other First Nations, stakeholders and local governments for changes to the Marine Plan;
- vi) make all reasonable efforts to achieve consensus in their recommendations and decisions; and
- vii) facilitate communication between CCIRA Member First Nations, Provincial agencies and between the Marine Plan Partnership Partners in order to meet the objectives of the Regional Action Framework.

5.2 The Marine Plan Implementation Technical Team will prepare and submit to the Marine Plan Implementation Steering Group for its review and finalization, both its draft terms of reference and the first draft annual work plan within ninety (90) days of signing this Agreement, and the Marine Plan Implementation Steering Group will review and finalize, such terms of reference and annual work plan within thirty (30) days of receipt from the Marine Plan Technical Team.

5.3 The Marine Plan Technical Team and the Marine Plan Implementation Steering Group will make reasonable efforts to achieve consensus on their decisions and recommendations, failing which the matter may be referred to dispute resolution under Article 8.

6 CENTRAL COAST MARINE PLAN IMPLEMENTATION TOPICS AND PRIORITIES

6.1 The priorities for implementation under this Agreement are set out in Chapter 7 of the Central Coast Marine Plan and the following is a strategic level summary of the priorities:

- (a) advancement of the plan zones and management provisions, including conditions in the tenure application and referral processes, completing planning in unresolved areas, and advancing protection of marine-based values;
- (b) improvements in marine governance structures between the Parties and broader collaboration on marine development proposals;
- (c) improvements in Provincial policy and direction with an emphasis on developing consistency in Provincial protocols regarding industry-First Nations relationships;
- (d) progress on sustainable economic development and healthy communities, including closing the economic gap between First Nations and non-First Nations communities, by providing enhanced economic opportunities for First Nations;
- (e) improvements in compliance monitoring and enforcement including increased collaboration among compliance authorities and advancement of First Nations compliance authority;
- (f) improvements in pollution mitigation and site remediation, marine spill response planning, climate change adaptation and mitigation, and stewardship; and
- (g) improvements in monitoring of ecosystem health and community well-being.

7 RESOURCING

- 7.1 The Parties acknowledge that this Agreement is of mutual benefit, and agree to jointly pursue the financial and human resources necessary to successfully implement this Agreement.
- 7.2 The Parties confirm that implementation of this Agreement is subject to availability of funding.
- 7.3 The Parties will establish a mutually agreed upon arrangement to administer and manage Marine Plan implementation funding provided by third parties.
- 7.4 The Parties are currently negotiating carbon offset sharing, including additional carbon offset sharing to support implementation of this Agreement.

8 DISPUTE RESOLUTION

8.1 The Parties recognize that successful implementation of this Agreement, and their building of cooperative working relations, will depend on their ability to recognize, explore and resolve disputes or disagreements by consensus.

8.2 Any disagreement relating to the interpretation or implementation of this Agreement will be resolved in the following manner:

- (a) disagreements at the Marine Plan Implementation Technical Team level will be documented with rationale and options, and submitted to the Marine Plan Implementation Steering Group; and
- (b) disagreements at the Marine Plan Implementation Steering Group level, including disagreements relating to the resolution of disputes submitted by the Marine Plan Implementation Technical Team, will be documented with rationale and options, and submitted to the Executive Committee for resolution.

8.3 In the event a disagreement cannot be resolved by the Marine Plan Executive Committee, the Parties may consider alternative dispute resolution measures, including mediation. Unless otherwise agreed by the Parties, the Parties will be responsible for their own costs and will share all joint costs equally related to such alternate dispute resolution measures.

8.4 Once a matter has been submitted to the Executive Committee the Executive Committee will make best efforts to reach consensus on the matter within thirty (30) days.

8.5 If, within thirty (30) days, the Executive Committee is unable to resolve the dispute including where the Parties have opted to do so through alternative dispute resolution measures, the Parties may opt to not proceed with the matter in dispute or may terminate this Agreement under 9.2(b).

9 TERM AND TERMINATION

9.1 This Agreement takes effect on the date of the last signature to this Agreement.

9.2 This Agreement will remain in effect until:

- a) five (5) years from the date under 9.1;

- b) it is terminated by CCIRA or the Province on thirty (30) days prior written notice to the other Parties, stating the date of the termination and the reasons for termination; or
 - c) the execution of other agreements, signed by both Parties, that replace or supersede this Agreement.
- 9.3 The Parties may by written agreement extend, renew or amend the Agreement in advance of the termination date under 9.2(a).
- 9.4 A CCIRA Member Nation's withdrawal from participation under this Agreement will not be deemed to be a termination of this Agreement by CCIRA or any other CCIRA Member Nations and, for greater certainty, this Agreement will remain in effect subject to 9.2.
- 9.5 For the purposes of 9.4, in order to withdraw from participation under this Agreement, a CCIRA Member Nation must advise all the signatories to this Agreement on thirty (30) days prior written notice of any such withdrawal, and any reasons for such withdrawal.

10 GENERAL PROVISIONS

- 10.1 For the purposes of this Agreement:
 - a) "including" means "including, but not limited to" and "includes" means "includes, but not limited to";
 - b) the use of the singular includes the plural and use of the plural includes the singular; and
 - c) there will be no presumption that doubtful or ambiguous expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.
- 10.2 Nothing in this Agreement alters, defines, fetters or limits or shall be deemed to alter, define, fetter or limit the jurisdiction, authority, obligations or responsibilities of British Columbia or the Heiltsuk, Kitasoo/Xai'Xais, Nuxalk or Wuikinuxv Nations.
- 10.3 This Agreement does not:
 - a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada); or

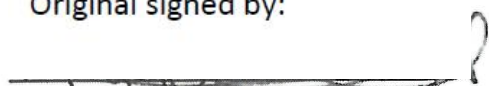
- b) create, define, evidence, amend, recognize, affirm or deny any Aboriginal rights, Aboriginal title and/or treaty rights or Crown title and rights, and is not evidence of the nature, scope or extent of any Aboriginal rights, Aboriginal title or Crown title and rights.

- 10.4 This Agreement will not limit or prejudice any position that any CCIRA Member Nation or the Province may take in any discussions, negotiations or administrative, regulatory or court proceedings, including the positions the Parties may have relating to jurisdiction and decision-making authority.
- 10.5 This Agreement is not intended to amend or otherwise modify any existing protocols and agreements between the Parties on other matters.
- 10.6 This Agreement may be amended by the Parties in writing.
- 10.7 This Agreement may be executed in counterparts by signing a separate copy, including an emailed, photocopied or faxed copy and delivering it to the other Parties.

IN WITNESS WHEREOF the Parties hereby execute this Agreement as of the date first written above

SIGNED ON BEHALF OF THE CCIRA MEMBER NATIONS,

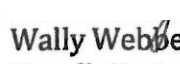
Original signed by:


Marilyn Slett, Chief Councillor
Heiltsuk Nation

Original signed by:


Doug Neasloss, Chief Councillor
Kitasoo Indian Band

Original signed by:


Wally Webber, Chief Councillor
Nuxalk Nation

Original signed by:

Rose Hackett, Chief Councillor
Wuikinuxv Nation

SIGNED ON BEHALF OF CCIRA.

Original signed by:

Doug Neasloss, Governance Committee Member
Central Coast Indigenous Resource Alliance

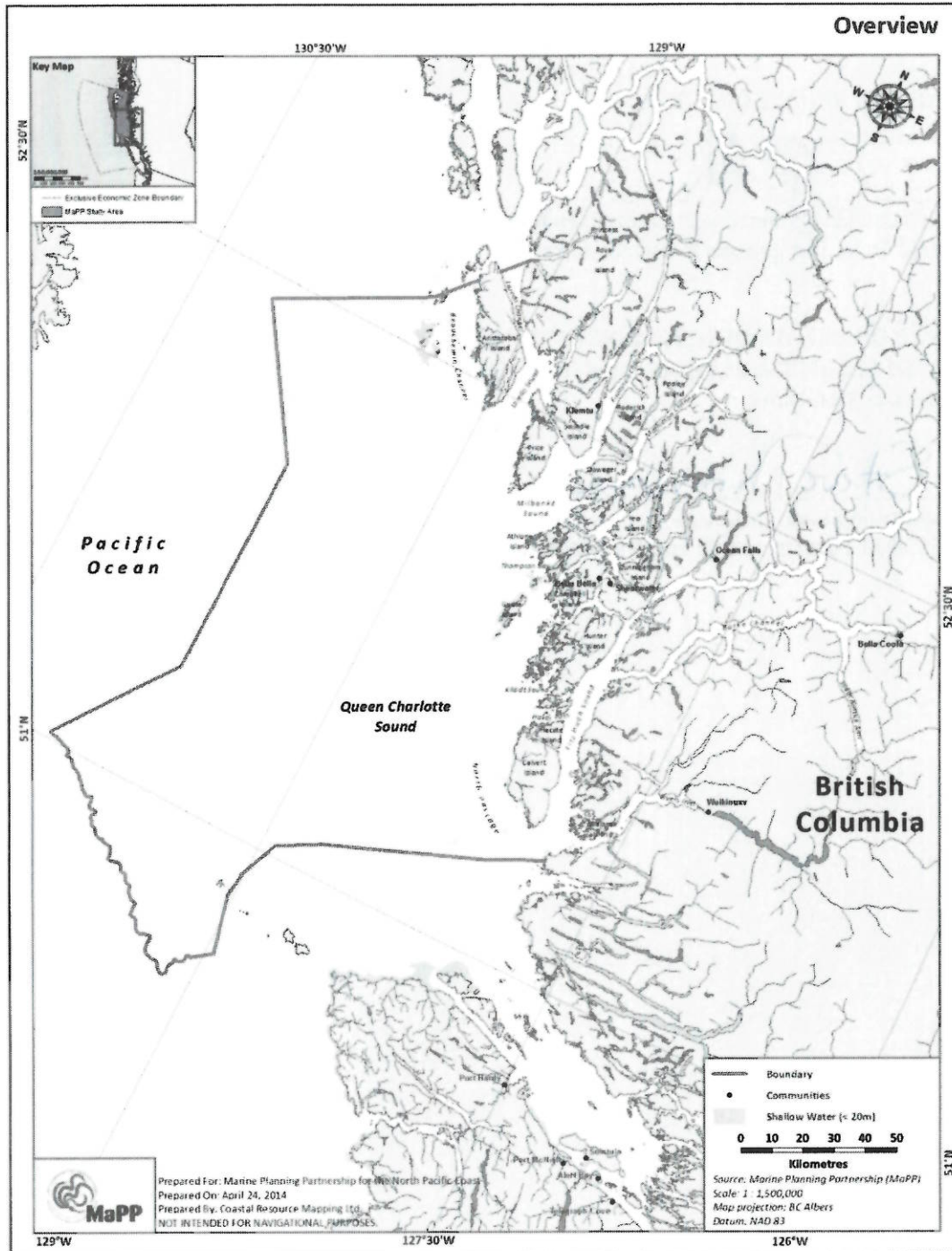
**SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, as represented by the Ministry of Forests, Lands and Natural
Resource Operations:**

Original signed by:

Honourable Steve Thomson
Minister of Forests, Lands and Natural Resource Operations

Dated August 3, 2016

SCHEDULE A: CENTRAL COAST MARINE PLAN AREA



SCHEDULE B: MaPP IMPLEMENTATION GOVERNANCE STRUCTURES

